

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AN/MRA/2026/0023
Property	Flat 514, Edmund Point, 104-106 Scrubs Lane, London, NW10 6SG
Tenant	Mr Myles Howell
Landlord	Mitre Yard Properties (lettings) Limited
Landlord's Address	Windsor House Heritage Gate, East Point Business Park, Oxford, OX4 6LB
Landlord's Representative	Ridge PM Ltd (t/a ila - I Live Around) (agent)
Date of Application	07 June 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr A Parkinson MRICS Mr I Rakhy
Date of Decision	14 July 2026
Rent Determined	£2,990 per month
Date the new rent takes effect	16 August 2026

REASONS FOR THE DECISION

Background

1. On 01 June 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £3,050 per calendar month (pcm) in place of the existing rent of £2,990 pcm to take effect from 16 August 2026.
2. On 07 June 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The assured tenancy shorthold tenancy commenced on 16 August 2025 for an initial term of twelve months. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985.

Services Charges or furniture provided by Landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same.

5. The Tenant is not responsible for any service charge costs.
6. The Property is let furnished and the Landlord supplied furniture includes a dining table and chairs, sofa, armchair, three lamps, three small tables/drawers, two chests of drawers, two beds and two built in wardrobes.

Liability for Council Tax

7. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Any other terms of the tenancy taken into consideration in determining the rent.

8. White goods are provided by the Landlord.
9. Floor coverings and window coverings are provided by the Landlord.

Inspection/Hearing

10. Neither party requested an oral hearing. Therefore the Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

The Property

11. The Property is a two bedroom fifth floor apartment, offering the following accommodation:

Lounge/kitchen, two bedrooms and two bathrooms.

Outside: Balcony and communal roof terrace

The Property benefits from underfloor heating and double glazing as well as a communal workspace and gym.

The Property is situated in North West London with good transport links, amenities and open spaces.

Evidence

12. Both the Tenant and the Landlord returned the Tribunal's Reply forms.

The Tenant.

13. The Tenant made the following comments:

- a) I think the Landlord's notice proposing the new rent is legally valid.
- b) Since October I have had serious issues with management regarding loss of power compensation. To think that's still unresolved but a raise in rent is being proposed is massively unprofessional. I'm still awaiting a verdict from the property ombudsman.
- c) Recent listings of the same/bigger apartments in my own building are cheaper than I've been paying for almost two years, let alone the increase. The building across the street is also advertising apartments for much cheaper.
- d) A rent increase will not cause me hardship.
- e) The Landlord submissions do not support a rental figure of £3,050 pcm.

14. In terms of rental evidence, the Tenant stated that he thinks the market rent for the property should be £2,600 pcm. He provided screenshots of Zoopla and

Rightmove listings as comparable evidence for four two-bedroom flats with asking rents of £2520, £2600, £2610 and £2650 pcm.

The Landlord

15. The Landlord made the following comments:

- a) We would challenge the tenant's comparative pricing information as only one listing contains a date showing the apartment being available in August '26 and that apartment is 61 square feet smaller than the apartment leased by the tenant.
- b) The current rent reflects the typical achieved rent of between £2,900 to £3,000 pcm.
- c) The tenant cited listings between £2,520 and £2,650 and £2,600 and £2,610. These do not reflect the true market conditions due to temporary oversupply as a result of ten identical flats being returned after a corporate tenancy ended, rent free incentives, incorrect valuation dates (March/June not comparable to the August market) and comparables in other inferior developments lacking amenities.
- d) The tenant referenced a 2025 power outage. This was caused by a third-party utility provider outside of the landlord's control. The power issues were resolved in 2025 and have not occurred since.
- e) A modest 1-2% uplift is commonly observed in similar areas during this period.
- f) We do not challenge any of the other documents provided by the tenant.

16. The Landlord quoted the following achieved rents for comparable lettings in the same development as the subject property:

- a. £2,990 – 16/08/25
- b. £2,900 – 15/02/26
- c. £2,975 – 31/03/26
- d. £2,950 – 08/05/26
- e. £2,950 – 26/05/26

Determination and Valuation

17. It is understood that the Landlord's comparable a. above is the subject property which has been disregarded by the Tribunal as comparable evidence. The Tribunal is grateful for the information and evidence provided by both the Landlord and Tenant which has been reviewed and considered as part of the Tribunal determination.

18. Relying on its own expert general knowledge of rental values in the area, and the comparable evidence provided by the Landlord and Tenant, the Tribunal considers that the market rental of the subject Property in good condition would be in the order of £2,990 pcm. This is the rent we would expect the property to let for in the open market.
19. It is often necessary for the Tribunal to make further adjustments to allow for any material differences between the subject property and expected standard of a rental property on the open market. In this case there are no material differences for which any adjustments are required. As such it is not necessary to make any adjustments.

Market rent

£1,800 pcm

Decision

20. The new rent takes effect from the date specified in the Landlord's Notice of Increase unless that would cause undue hardship to the tenant. In cases of undue hardship, the Tribunal has a discretion to fix a later starting date. The Tenant has confirmed that a rent increase would not cause undue hardship.
21. The Tribunal determines the market rent at **£2,990** per calendar month with effect from **16 August 2026**.

APPEAL PROVISIONS

If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision. Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this statement of reasons (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013) stating the grounds upon which it is intended to rely in the appeal.